Public Bodies Agreement Format

Agreement

between

The University of Rome “La Sapienza”, located in Rome, Piazzale Aldo Moro, 5, Tax Code 80209930587, represented by the Rector pro-tempore domiciled for the purposes of this Agreement, at the University of Rome La Sapienza (hereinafter referred to as "University"),

and

[Name of the body, registered office, tax code, its representative for the stipulation and indications regarding the relative powers of stipulation, domiciliation for the purposes of the agreement]

The University and [the Body] are hereinafter jointly defined for shortness also "Parties" or each, individually, "Part".

The Parties are agreed and stipulated as follows.

Preconditions:

a) The University is interested in [institutional interest of the University declined in relation to the specific object of the agreement, to the reasons that lead to establishing a relationship with a public body].

b) [The Body] operates [indicate the institutional activity of the body, unless the latter is renowned, as, for example, the University.

c) The Parties that proceed with the stipulation pursuant to art. 15, l. 241/1990, expect this Agreement to [indicate the benefits that the Parties consider to derive from the implementation of the Agreement or the objectives pursued by the Agreement itself].

Article 1

-Subject-

1.1 This Agreement disciplines the collaboration between the Parties of the following activities of common interest:
1. (i) state the activity and purposes of the research
2. (ii) […]

1.2 Within the scope defined in the previous one § 1.1,

(i) the University undertakes to [describe the commitments also by referring to other specific clauses in which they are specifically described];

(ii) [the Body] undertakes to [as above]

*If there are internships, they will be activated following the signing of special agreements drawn up in compliance with the University regulations in force relating respectively to curricular internships and training and orientation.*

**Article 2 - Contact person**-

2.1 Each Part states a Contact Person for the Agreement. The Referent is responsible for representing the part who has designated him for the implementation of the Convention and for internal reporting, as well as constantly monitoring the progress of the agreed activities.

2.2 The University Contact Person is Prof. […], e-mail […]. 2.3 The[Body’s] Contact Person is […], e-mail […].

**Article 3**

- **Management Committee (if envisaged)** -

3.1 For the purposes of the monitoring referred to in Article 4 below, a Management Committee is set up composed of the Contact Person of each Party, as well as […] the University and […] as [the Body].

3.2 Each Part may at any time modify the members of the Management Committee other than its Contact Person, by written notice to the other part.
3.3 The President of the Committee will be elected by agreement between the Parties.

3.4 The Committee will meet every six months or at least once a year to define the common activity plan and evaluate the results.

**Article 4**

- **Monitoring and Renewal** -

4.1 In order to report on the progress of the research activities and the interim and final results established in the previous Article 2, the Referees will send an appropriate annual report to the legal representatives of their institution to which they belong.

4.2 The contact person of each party must send, at least three months before the expiry of the agreement, a detailed overall and final report on the activities carried out that will be submitted to the Deliberating Bodies for the evaluation of the opportunity of renewal of the agreement.

**Article 5**

- **Duration and Withdrawal** -

5.1 This Agreement has a duration of [...] years from the date of subscription and may be renewed for further [...] years subject to written agreement between the Parties.

*It is understood that each Part has the right to withdraw at any time by sending a registered letter A.R. or PEC to the other Part, with at least three months' notice, without prejudice to the obligation to fulfill the commitments already made in specific acts and agreements for the execution of the said Convention.*
Article 6  
- Access to Facilities and Use of Equipment -

6.1 In order to achieve the goals set by this Agreement, the University and [the Body] undertake to allow, in line with the established objectives and in compliance with existing regulations, the persons involved in the collaboration activity, access to respective facilities and the use of equipment necessary for carrying out the teaching and research activities, with prior written authorization from the Director of the host spending center. The authorization to access will not imply the exclusive use of spaces or facilities, unless different specific agreement referred to in point 6.4.

6.2 Each Part will provide the legal insurance coverage of its staff who, by virtue of this Agreement, will attend the offices where the activities are conducted. Each Party guarantees that its staff will comply with the disciplinary and safety regulations in force in the premises where the activities of the present Agreement are conducted, in mutual respect of the legislation for the safety of workers pursuant to Legislative Decree no. 81/2008 and subsequent amendments and additions, observing, in particular, the provisions of the head of the prevention and protection service.

6.3 The staff of each Part, including any external collaborators of the same, however designated, will have to acquire information regarding safety measures, prevention, protection and health, before access to the places of relevance of the Parties, such as locations of completion of activities.

6.4 The activities conducted in collaboration may eventually involve, with the prior approval of the University Board of Directors, the concession in use of places and laboratories useful for the research; in such case, specific agreements in identifying such spaces, will govern in detail the modalities, terms and conditions of such concessions, as well as the possible reimbursement of the management costs only in accordance with the internal regulations of the host organization.

Article 7  
- Intellectual Property and Publications -

7.1 The property rights on the knowledge, inventions, prototypes, software, methods, procedures,
data bases and any other intellectual product resulting from the collaboration between the Parties will be shared property and any related request for the recognition of rights to be filed jointly in accordance with the internal regulations of the Parties.

7.2 However, the moral right of the author and/or inventor remains to be recognized as such.

7.3 In any case, the University may freely and freely use the aforementioned results exclusively for its own internal use.

7.4 The University may also make it the subject of scientific publication and/or exhibition and representation at congresses, conferences, seminars or similar, except to mention the agreement in which the research work was conducted.

Article 8  
- Use of the distinctive trademarks of the Parties -

8.1 The Logos of the Parties may be used in the context of the common activities which are the object of the present Agreement. This Agreement does not imply any expense of the name, and/or the granting and/or use of the University brand and visual identity, as well as [of the Entity] for commercial purposes, and/or advertising. The use, extraordinary or extraneous to the institutional action, must be regulated by specific agreements for consideration, approved by the competent bodies and compatible with the protection of the image of the University.

Article 9  
- Data Treatment -

9.1 In relation to the processing of personal data object of the present Convention, the University and [the Body], each for their respective competence, comply with the provisions of EU Regulation 2016/679 and the current national legislation, pledging to cooperate as far as it may be necessary for the operational fulfillment of the relevant provisions as a consequence of the stipulation of the present Agreement.
Article 10  
- Communication -  

10.1 Any communication or notification requested or permitted by the provisions contained herein will be made in written form and sent by any means to prove receipt thereof at the addresses indicated below:

1. For the University: ....................  
2. For the Body: .................

or to any other address or recipient that each Part may subsequently communicate to the other by means of a communication forwarded in accordance with the foregoing.

Article 11  
- Ethical Code -  

11.1 The University and the Organization/Body declare that they have read, during the finalization of the present Agreement, the respective Code of Ethics and Conduct, as published on the respective institutional websites, whose ethical-behavioral principles will comply with the execution of this Convention.

Articolo 12  
- Litigation –  

12.1 The Parties agree to define amicably any dispute that may arise from the interpretation or execution of this Agreement.

12.2 In the event that it is not possible to reach a good agreement in this way, the Court of Rome will have exclusive jurisdiction over any dispute concerning the validity, interpretation and execution of the present Agreement.
Article 13
- Registration and expenses -

13.1 This agreement, digitally signed, is subject to registration only in case of use pursuant to art. 4, 5, 6 and 39 of the D.P.R. 26.4.1986, n. 131. The expenses for the eventual registration are charged to the requesting Part.

13.2 Stamp duty is charged to ..........................................

Article 13
- Final Arrangement -

13.3 This Agreement may be amended, amended, replaced, renewed or extended only by written agreement signed by both parties.

Read and stipulated in Rome, [...].

University of Rome, the Sapienza Institute